

EXHIBIT B



Monthly Retainer Statement of Work
Sears PMS Hosting and Maintenance
April 24, 2019

OVERVIEW

The Sears team has requested Aisle Rocket Studios (ARS) to provide the Hosting agreement for the fiscal year of 2019.

ARS supports the Sears PMS platform and admin tool, feed deployment and management of user errors that arise each month. This includes the admin platform, feed deployment and application, starting April 1, 2019 - January 31, 2020

DELIVERABLES

ITEM	DESCRIPTION	COST/MONTH
Monthly Maintenance Support	<ul style="list-style-type: none">- Maintenance cost includes up to 30 hours of maintenance support each month.- Any overages will be charged at a burst rate of \$190 per hour. Maintenance items can include the following.<ul style="list-style-type: none">General account supportTroubleshooting of the PMSBug fixes- Feature enhancements are not included within this scope.	\$5,250



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Hosting and Managed Services	Website domains hosted under this agreement include: <ul style="list-style-type: none">- http://staging.searspromotions.arsplatform.com/- http://searspromotions.arsplatform.com/ Managed Hosting Services will include the following: <ul style="list-style-type: none">- Security management to ensure security against cyber attacks and vulnerabilities. Includes system and package updates, application frameworks and libraries.- Activity monitoring to ensure smooth operation of platform, feeds and app. Includes application performance and infrastructure monitoring.- On-call monitoring and 24-7 emergency response per SLA- Continuous integration and release management- Point of contact for OBU P&P, Merchant Ops and SOLR teams	\$5,500
	TOTAL COST	\$10,750

ASSUMPTIONS

- Any experiences developed will support versions of major browsers deemed non-legacy by the browser vendor, including Internet Explorer, Chrome, Firefox and Safari.
- Hosting and Maintenance requires a 30-day notice of cancellation, and if not received will automatically invoice.
- It is understood that this is an application hosted by ARS. Any and all server-side code developed for this application is the sole intellectual property of ARS Interactive and may not be used by outside entities.
- If the experience requires a clear cache, ARS is not responsible for setting up the



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Sears PMS Hosting and Maintenance
April 24, 2019

internal request to ESOC for a page or Akamai clear cache.

- If OBU makes platform or API feed changes that require additional development on the system, the added time will be charged at an hourly rate.
- ARS is not responsible for the availability and accuracy of feeds on the Akamai platform if accurate, valid feeds are delivered to Akamai from ARS servers.
- ARS will have SFTP access to the Akamai NetStorage server.
- The data feed will be hosted on the Akamai NetStorage Sears server.
- If the Akamai NetStorage server goes down, the data feeds hosted on it will not be accessible by the promotion management system or the DAP pages.
- The stability of the Akamai NetStorage server is the responsibility of SHC.
- ARS is not responsible for ensuring the Sears API does not get taxed.
- ARS is not responsible for any pricing updates that are incorrect in front-end calls from price grid or Greenbox.
- Product data is being pulled from the Sears Product Details API V3.0 (Greenbox).
- The Sears PMS tool is dependent on the Sears Product Details API V3.0 feed. If the Sears API goes down, the system will not function as intended.
- If an API deprecation occurs for the Sears Product Details API V3.0 requiring ARS to update business logic for the new API version, a separate SOW will be required to ensure platform compatibility.
- Product data is being pulled directly from the Sears API.
- Promotional offers will exist in documentation outside of the admin tool.

ARS project estimates are based upon the agency's original understanding of the project scope and past experience executing these types of projects. A project Change Request is issued as it may become necessary to amend this scope for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule and in the scope of the project
- Requested changes to the work hours of ARS personnel
- Unavailability of products, resources or services, which are beyond the agency's



Monthly Retainer Statement of Work
Sears PMS Hosting and Maintenance
April 24, 2019

control

- Lack of access to client personnel, agency partners or facilities necessary to complete project

PRICING

This is an estimate based upon the agency's current understanding of the project scope and past experience executing these types of campaigns.

Estimated Cost through January 31, 2020: \$107,500

Not to Exceed. Total charges (including reimbursable expenses) under this SOW shall not exceed **\$107,500** without Customer's prior written approval. In the event that it is necessary to change this Statement of Work, a Project Change Request Form, which may include, but is not limited to, scheduling changes, pricing, etc. will be completed by the Account Director and submitted to client for approval/signature.

ACCEPTANCE

SEARS HOLDINGS MANAGEMENT CORP.

**For ARS eCommerce, LLC
DBA Aisle Rocket Studios**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed



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Sears PMS Hosting and Maintenance
April 24, 2019

PROPRIETARY STATEMENT

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APPENDIX A

ARS SERVICE-LEVEL AGREEMENT

a) Service Level and Limitations.

Aisle Rocket Studios (ARS) will operate and maintain the hosted solution in a secure environment with system support, partitioned services, and appropriate redundancy and periodic backup. Aisle Rocket Studios may periodically provide automatic upgrades to improve Client online experience or improve functionality.

ARS will:

- (i) provide continuous, 24 hours a day and 7 days per week monitoring of the hosted solution
- (ii) respond initially to requests for assistance and/or reports of problems within the timeframes set forth, in accordance with the severity of such problem/request; and
- (iii) maintain operation of the system within industry standards. ARS will also maintain a log of service activity, accessible to Client upon request. Client acknowledges that ARS 's various technologies may not operate consistently across all platforms and that performance and some features offered by ARS may vary depending on Client's computers and other equipment.

b) System Outage

Aisle Rocket Studios (ARS) shall provide to Client notification of any planned outages on the hosted solution. When possible, ARS will provide at least three (3) business days advance notice of planned outages to Client.

c) Service Interruption

In case of an interruption or failure of any of the services furnished on the hosted solution,



Monthly Retainer Statement of Work

Sears PMS Hosting and Maintenance

April 24, 2019

including but not limited to power, back-up power, HVAC, transmission and internet services, ARS shall use commercially reasonable efforts to restore service as soon as possible.

d) System Availability

Aisle Rocket Studios (ARS) will provide no less than ninety-nine percent (99%) Services availability during the applicable Service Level Period, as calculated on a monthly basis, subject to the exclusions below. ARS will use commercially reasonable efforts to minimize system downtime due to unscheduled outages that are not under its control. System Availability Performance is defined as the percentage calculated by dividing (i) the time during which all of the Client's Users seeking to access the Site have the ability to access the SERVICE PROVIDER Site, by (ii) 24 hours per day, less Excusable Downtime, as defined below:

e) Excusable Downtime

Excusable Downtime shall mean the time during which the Client is not able to access the hosted solution or the applications hosted by ARS due to:

- 1) Planned platform updates: Up to four (4) hours per month for ARS platform updates
- 2) Emergency system maintenance: up to three (3) hours per server per quarter as needed, for hardware and operating system maintenance and upgrades;
- 3) Factors outside of ARS's commercially reasonable control;
- 4) The action or inaction of Client or third parties; or
- 5) Client's equipment and/or third party equipment